

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND KEVIN DARNELL BUCKHAULTER, A.T.**

Come now Kevin Darnell Buckhaulter, A.T., (Licensee) and the State Board of Registration for the Healing Arts (the "Board") and enter into this Agreement for the purpose of resolving the question of whether Licensee's license as an athletic trainer will be subject to discipline. The Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document, as they pertain to him.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part III herein is based only on the Agreement set out in Parts I and II herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Board will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo 2008, as amended.

I. JOINT STIPULATION OF FACTS

Based on the foregoing, the Board and Licensee herein jointly stipulate to the following:

6. The State Board of Registration for the Healing Arts is an agency of the State of Missouri created and established pursuant to §334.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

7. The Licensee is licensed by the Board as an athletic trainer (A.T.), License Number 2005032383. This license was first issued on October 4, 2005. Licensee's license is current, and was current and active at all times relevant herein.

8. On or about September 2, 2009, the Board received a complaint that alleged that Licensee was practicing outside the scope of his practice as an athletic trainer.

9. On or about October 20, 2009 the Board investigator interviewed Licensee regarding these allegations.

10. Licensee is employed by a physical therapist (PT) at Mid-Missouri Physical Therapy.

11. Licensee provided physical therapy services to patients and completed daily progress notes to which he affixed his signature above the line designated "PHYSICAL THERAPIST".

12. Licensee provided physical therapy services to non-athlete patients, including workman's compensation patients.

13. Licensee is not a licensed physical therapist.

14. Licensee is not a licensed physical therapist assistant.

II. JOINT CONCLUSIONS OF LAW

15. As defined in section 334.702(2), RSMo, an athletic trainer is:

(2) a person who meets the qualifications of section 334.708 and who, upon the direction of the team physician and/or consulting physician, practices prevention, emergency care, first aid, treatment, or physical rehabilitation of injuries incurred by athletes in the manner, means, and methods deemed necessary to effect care or rehabilitation, or both.

16. Section 334.510, RSMo, provides the licensing requirement for physical therapists, and states:

After October 13, 1970, no person shall hold himself or herself out as being a physical therapist or a licensed physical therapist in this state, unless such person is licensed and registered in accordance with the provisions of sections 334.500 to 334.620.

17. Section 334.650, RSMo, provides the licensing requirement for physical therapist assistants, and states:

After January 1, 1997, no person shall hold himself or herself out as being a physical therapist assistant in this state unless the person is licensed as provided in sections 334.650 to 334.685.

18. Cause exists to discipline Licensee's license pursuant to Section 334.100.2(4)(a), (6), RSMo, which state:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

....

(a) Obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation;

....

(6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

....

19. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of §334.100.2(4)(a), (6), RSMo.

20. Cause exists for the Board to take disciplinary action against the Licensee's license under §334.100.2, RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.110 RSMo. This agreement, including the disciplinary order, will be effective immediately

on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

21. License number 2005032383 issued by the Board to the Licensee, is hereby PUBLICLY REPRIMANDED.

22. If the Licensee is licensed in other jurisdictions, then he shall notify, in writing, the athletic training licensing authorities of those jurisdictions, within fifteen (15) days of the effective date of this settlement agreement, of the Licensee's disciplinary status in Missouri. The Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

23. For purposes of this agreement, unless otherwise specified in this agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this agreement shall be forwarded to The State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, 3605 Missouri Blvd., Jefferson City, Missouri 65102.

24. In the event the Board determines that the Licensee has violated a term or condition of this agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

25. No additional order shall be entered by this Board pursuant to the preceding paragraph of this agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this agreement occurred during the disciplinary period, the parties agree that the Board may

choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. The Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this agreement has occurred.

26. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document.

27. The Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

LICENSEE

Kevin Darnell Buckhault 5-26-10
Kevin Darnell Buckhault, A.T. date

BOARD

Tina Steinman 6/1/10
Tina Steinman, Executive Director date

ATTORNEY FOR LICENSEE

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**ATTORNEYS FOR THE STATE
BOARD OF REGISTRATION FOR
THE HEALING ART**

EFFECTIVE THIS 1 DAY OF June, 2010.